

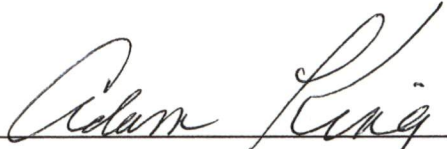
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REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Sheriff Adam King TODAY'S DATE: July 1, 2021

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: July 26, 2021

SPECIFIC AGENDA WORDING:

Consideration of Johnson County Rules and Regulations for Non Consent Tows and Providing for the Administration of a Towing Rotation List

COMMISSIONERS COURT

JUL 26 2021

Approved

PERSON(S) TO PRESENT ITEM:

Sheriff King or his designee

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 15 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

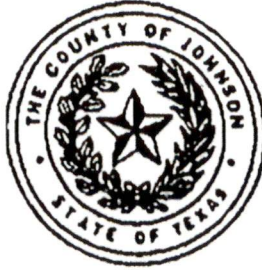
This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:



JOHNSON COUNTY RULES AND REGULATIONS FOR NON-CONSENT TOWS AND PROVIDING FOR THE ADMINISTRATION OF A TOWING ROTATION LIST

1. Purpose and Scope.

- 1.1** In order to protect the public, to maintain safe and efficient operating rules, and to preserve the peace of the community and protect the rights of persons whose vehicles may be towed, Johnson County, Texas (“Johnson County” or “County”) hereby establishes these Rules and Regulations for Non-consent Towing and Allowing for The Creation and Administration of a Towing Rotation List (“Rules”) applicable to individuals and entities engaged in non-consent towing services in connection with tows originating in the unincorporated areas of Johnson County when such services are initiated by a Law Enforcement Officer (“Officer”). These Rules are adopted pursuant to Chapter 2308 of the Texas Occupations Code and other relevant State law.
- 1.2** The Johnson County Sheriff supports and approves of these Rules.
- 1.3** The Johnson County Commissioners Court hereby delegates to the Johnson County Sheriff authority to administer and enforce these Rules through the Johnson County Sheriff’s Office (“JCSO”). The JCSO may adopt and modify any forms necessary to administer these Rules.
- 1.4** These Rules do not create a contract between Johnson County and any of its respective agencies, departments, offices, officers, employees, or agents and any participating tow company, and it imposes no duties on Johnson County or any of its respective agencies, departments, offices, officers, employees, or agents. These Rules set forth a unilateral declaration of the conditions that must be followed in order to be eligible for placement on the Towing Rotation List.
- 1.5** No tow company shall be eligible for placement on the Towing Rotation List unless it has received a Permit in accordance with these Rules.
- 1.6** These Rules do not apply to a consent tow or to government-owned tow trucks. These Rules apply only to non-consent tows initiated by utilizing the Towing Rotation List.

2. Non-consent Towing Rotation List. The JCSO will create and maintain a Non-consent Towing Rotation List (“Rotation List” or “Towing Rotation List”) of tow companies, which have been issued a Permit in accordance with these Rules and that shall be authorized to provide non-consent tows on a rotation basis. A person or entity is not eligible for placement on the Rotation List unless he has been issued a permit under these Rules. The phrase “tow company” shall be interpreted to include any person or entity that seeks or is granted placement on the Towing Rotation List. The submission of an Application under these Rules and/or the placement of a tow company on the Towing Rotation List shall not create a property right, and no tow company has any entitlement to continued or future placement on the Towing Rotation List.

3. Towing Geographic Response Zones. The JCSO, at its discretion, may divide the County into two or more Geographic Response Zones as described in **Exhibit “A,”** which is incorporated herein by reference, in order to facilitate the administration of the Rotation List. A tow company applying for a place on the Rotation List must designate which Zone(s) it is able to serve. Until the JCSO establishes Response Zones, the term “Response Zone” in these Rules shall be interpreted to mean the entirety of Johnson County.

4. Requirements and Conditions.

4.1 Tow companies must meet the following requirements and conditions to be on the Non-consent Towing Rotation List:

4.1.1 Operate 24 hours a day / 365 days a year;

4.1.2 Hold all necessary permits/licenses issued by the State of Texas;

4.1.3 Hold and display a permit issued by Johnson County under these Rules;

4.1.4 Maintain a primary business location physically located in Johnson County, Texas;

4.1.5 Own or contract to use a state-licensed Vehicle Storage Facility (“VSF”) in Johnson County that meets the standards set forth in these Rules;

4.1.6 Charge no more than the fees set forth in these Rules; AND

4.1.7 Comply with all the terms and conditions of these Rules.

4.2 In addition to the requirements in subsection 4.1, tow companies seeking to provide Heavy Duty Tows on the Towing Rotation List must comply with the following:

4.2.1 Each Heavy Duty tow truck must be equipped with air brakes and tandem axels; and

4.2.2 Each Heavy Duty tow truck must be rated as a five-ton vehicle (or higher) and capable of lifting a minimum of 50,000 pounds.

4.3 The JCSO shall make the final determination for a tow company's inclusion on the Rotation List. The JCSO may, at its sole discretion, deny a tow company's inclusion on the List. Reasons for denial of inclusion may include, but are not limited to, criminal history of the tow company's owner, shareholders, limited partners, members, drivers, or employees; multiple applications to the Rotation List from companies owned by the same owner, entity, or group; General Violations of these Rules, whether expired or not; violations of any law, rule, or regulations relating to non-consent tows or relating to the safe operation of a motor vehicle, and/or past experiences with the tow company. If a tow company is removed from the Rotation List for violating these Rules, the company shall be ineligible to re-apply for inclusion on the list for a period of one (1) year from the date of the removal.

5. **Rotation Process.** When an Officer determines that the owner or operator of a vehicle requiring towing is unable to select a tow company for any reason, the Officer will request that a tow company be selected from the List and called to execute the tow. The tow companies will be selected in a rotating order on the basis of their position on the List. Troopers from the Texas Department of Public Safety ("DPS") and officers from any agency utilizing the JCSO Towing Rotation List may also request tow companies from the List in the same manner as an Officer, and the tow companies shall respond to these requests in the same manner as towing requests from the JCSO.
6. **Response Times.** The tow company shall respond to any and all calls from the JCSO requesting the towing of a vehicle. The tow company agrees to arrive at the scene, under normal conditions, within **Forty-Five (45) minutes** after receiving the call. The tow company shall have sixty (60) minutes to respond to a call for a Heavy Duty Tow.
7. **Failure to Respond Promptly.** If the tow company fails to appear at a scene in response to a request from the JCSO within the designated Response Time, the Officer making the request may, at his or her sole discretion, continue to wait for the dispatched tow truck or cancel the request and call the next tow company on the List. The Officer may consider factors such as the estimated delay in the arrival of the tow company, any unusual conditions or equipment needs, and the best interests of public safety.
8. **Attempts to Contact.** The JCSO will only attempt to contact the tow company for **five (5) minutes** before calling the next tow company on the List. If the tow company cannot respond to a call promptly, it shall immediately notify the JCSO, which will then call the next tow company on the List. A failure to respond during the initial five (5) minute period may be considered a General Violation of these Rules.
9. **No Direct Response without Request.** The tow company may not respond to a scene unless the tow company is requested through the Rotation List by an Officer.

10. **Additional Trucks.** If the tow company determines that an additional tow truck is needed at a scene, the tow company shall request that the Officer consent to the provision of an additional truck. If the Officer consents to an additional truck, the tow company will either provide the additional truck or request that the Officer call the next tow company on the Rotation List for an additional truck.
11. **Impound Sheets.** The requesting Officer shall complete an impound form (sheet) at the scene for each vehicle towed from the scene. The tow company's driver shall verify the inventory and sign the impound form acknowledging receipt of the vehicle. The tow company will receive a copy of the impound form.
12. **Vehicle Storage and Release.** THE TOW COMPANY ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR A VEHICLE ONCE THE IMPOUND FORM (SHEET) FOR THAT VEHICLE HAS BEEN SIGNED BY THE TOW COMPANY'S DRIVER. THE COMPANY MUST BE AVAILABLE TO RELEASE A VEHICLE, ON WHICH THERE ARE NO HOLDS, SEVEN (7) CALENDAR DAYS A WEEK DURING THE HOURS OF OPERATION AS POSTED AT THE VEHICLE STORAGE FACILITY. NO VEHICLE SHALL BE STORED AT NOR RELEASED TO ANY STORAGE FACILITY OTHER THAN THE TOW COMPANY'S SPECIFIED VEHICLE STORAGE FACILITY, WHICH SHALL BE SET OUT IN THE APPLICATION FORM ATTACHED HERETO AS **EXHIBIT "C."**
13. **Actions of Tow Company.** The tow company is solely responsible for towing vehicles in a professional manner and in full compliance with relevant local, state, and federal laws and regulations, including, but not limited to, the Texas Transportation Code, the Texas Occupations Code, the Texas Administrative Code, and rules adopted by the Texas Department of Licensing and Regulation (referred to herein as "TDLR"). Johnson County and the JCSO assume **NO** responsibility or liability for the actions of the tow company.
14. **Indemnification.** BY EXECUTION OF THE APPLICATION FORM ATTACHED HERETO AS **EXHIBIT "C,"** EACH TOW COMPANY AGREES TO **INDEMNIFY AND HOLD HARMLESS** JOHNSON COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF A NON-CONSENT TOW BY TOW COMPANY, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES. JOHNSON COUNTY AND ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO TOW COMPANY ARISING FROM ANY ACT OF ANY THIRD PARTY. TOW COMPANY FURTHER AGREES TO **INDEMNIFY AND HOLD HARMLESS** JOHNSON COUNTY AND ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF TOW COMPANY, OR TOW COMPANY'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR

ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING A NON-CONSENT TOW, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON TOW COMPANY'S PREMISES AND/OR VSF.

15. **Authority of Officer at Scene.** The Officer in charge at a scene requiring a tow may take any and all legal steps necessary to ensure public safety including, but not limited to:
 - (A) Directing that any vehicle be taken to impound lots owned or used by Johnson County;
 - (B) Directing that any vehicle be delivered to a specific location; or
 - (C) Excluding any person from an investigation area who, in the opinion of the Officer, may hinder an investigation or endanger public safety.

16. **Responsibility for Clean-Up.** The tow company shall remove all wreckage and debris from a collision scene, except for vehicle cargo or hazardous waste. The tow company shall use the utmost care and caution to avoid destruction or contamination of anything that may be of evidentiary value.

17. **Towing Fees.** The tow company may not charge more than the basic towing service fees set forth in **Exhibit "B,"** which is attached hereto and incorporated herein for all purposes, unless explicitly authorized. Hourly rates for time worked of less than an hour may be rounded up to the next quarter hour. The tow company agrees that it will not be compensated for any additional expenses or towing fees that result due to acts or omissions of the tow company, such as additional expenses or towing fees that result from the tow company's failure to provide standard towing equipment on a responding truck. The tow company may charge a towing fee for an additional truck if the scene requires an additional tow truck and the Officer in charge of the scene consents to the tow company's provision of an additional truck, as set forth above. If a tow truck responds to a call and is unable to perform the tow due to its own acts or omissions, it shall not be entitled to any compensation, and its failure may be considered a General Violation.

18. **Consent Tows.** If the tow company reports to a scene at the request of the JCSO and the owner or driver requests that the vehicle be towed to the location of their choice, the tow becomes a "consent tow" and the Towing Fees set forth in **Exhibit "B"** shall not apply (See Chapter 2308 of the Texas Occupations Code).

19. **Violations and Penalties.**
 - 19.1 **General Violations:** Any violation of these Rules shall be considered a "General Violation," including but not limited to the following:
 - (A) Late response to a call unless it is deemed excused by the JCSO;
 - (B) Any violation of these Rules;
 - (C) Any vehicle equipment violation;

- (D) Transporting a vehicle to a VSF other than the VSF identified in the application for placement on the Rotation List;
- (E) Any moving violation committed while operating a commercial vehicle, including any tow truck;
- (F) Any TDLR violation;
- (G) Failure to display a Johnson County Permit and/or failure of a driver to display an operator ID card;
- (H) Charging fees for a non-consent tow in excess of the fees set forth in these Rules; and/or
- (I) Failure to answer a call, failure to timely respond to a call, or refusing to respond to a call may, at the sole discretion of the JCSO, be considered as a violation, after considering the reasons for the delay or refusal.

19.2 Penalties for General Violations: Except as expressly stated otherwise herein, the following penalties, at a minimum, shall apply if the tow company is found to have committed a General Violation of these Rules. For the purposes of the enhanced automatic penalties below, violations expire twelve (12) months after the date of the violation. However, if a tow company develops a pattern of violations, the JCSO may consider expired violations as a reason to deny an applicant a permit or placement on the Rotation List, including a renewal of a permit or placement on the Rotation List. JCSO may impose similar penalties on an individual driver/operator by suspending or revoking his or her ID Card. Any penalties contained in these Rules are concurrent with other laws, and nothing in these Rules will prevent the enforcement of other civil, criminal, or administrative penalties against tow companies and/or drivers.

- (A) first and second violations = written reprimand and correction of the violation (i.e. restitution of over-charged fees or correcting an equipment violation);
- (B) third violation = automatic thirty (30) day suspension of the tow company;
- (C) fourth violation = automatic sixty (60) day suspension of the tow company; and
- (D) fifth violation = removal of the tow company from the Rotation List.

JCSO may also refuse to allow a tow truck or driver to respond to a Towing Rotation List call if a General Violation is observed. *Example: A driver who arrives in a truck with a safety violation, without a visible permit displayed, or without wearing an ID card may, in the Officer's discretion, be denied access to the scene and skipped on the Towing Rotation List, and the next tow company on the Towing Rotation List may be contacted.*

20. Payment. The operator of a tow company and/or VSF shall, at a minimum, accept payment by an electronic check, debit card, and credit card for any charge.

21. **Inspections.** The JCSO may inspect any place of business, tow truck, or VSF utilized by a tow company on the Towing Rotation List. The JCSO shall create standardized forms to use for inspections of tow trucks and VSFs. If a truck or VSF fails an inspection, the JCSO shall provide (by hand deliver, mail, or other means) written notice of the reason for the failure. The JCSO may modify or amend any forms as it deems necessary.
22. **Notice Required for Changes in Location or Ownership.** In the event the tow company changes location of a place of business, location of a VSF, or there is a change in the ownership of a tow company or VSF, the tow company shall be responsible for providing written notice to the JCSO within seventy-two (72) hours of such event.
23. **Complaints.** A copy of any complaint received by the tow company from any source related to the Rotation List or a Rotation List non-consent tow shall be forwarded to the JCSO Patrol Division Commander within ten (10) calendar days of the tow company's receipt of same. The copy of such complaint shall not be forwarded to Johnson County Communications or to Officers on the scene.
24. **Investigation of Complaints, Removals and Suspensions.** The JCSO Patrol Division Commander or his designee, will investigate all complaints against the tow company. All suspensions or removals from the Rotation List will be reviewed by the Patrol Division Commander of the JCSO. The JCSO will send notice of any suspension or removal from the Rotation List to the tow company by certified mail to the tow company's address as it appears on the tow company's Application or subsequent filing.
25. **Appeal Process.** A tow company may appeal a denial of permit, suspension from the Towing Rotation List, termination from the Towing Rotation List, or a General Violation (collectively, an "adverse action") by following the procedure below.
 - 25.1 **Notice of Appeal.** The tow company may, within ten (10) calendar days from the date of the tow company's receipt of a notice of the adverse action, submit a written Notice of Appeal. The Notice of Appeal shall contain sufficient information for the Johnson County Disciplinary Committee to consider the matter with or without a hearing. The Notice of Appeal shall be sent by **certified mail, return receipt requested** to:

JOHNSON COUNTY SHERIFF
ATTN: TOWING COMPLIANCE UNIT
1102 E. KILPATRICK AVE
CLEBURNE, TEXAS 76031

- 25.2 **Appeal to Johnson County Disciplinary Committee.** The Johnson County Disciplinary Committee may hold a hearing or make a determination based on the documents submitted by the Patrol Commander and the tow company. The Johnson County Disciplinary Committee shall consist of: a Chief Deputy, a Captain, a Lieutenant, and a Patrol Supervisor. The Committee may operate as a standing

committee or as an *ad hoc* committee depending on the needs of the JCSO as determined by the Sheriff.

- 25.3 Final Appeal to Johnson County Commissioners Court.** In the event that the Johnson County Disciplinary Committee sustains the adverse action, a final appeal may be had by the tow company before the Johnson County Commissioners Court. In order to perfect the final appeal before the Johnson County Commissioners Court, the tow company must submit a written request for a final appeal hearing, within ten (10) calendar days from the date of the Committee's decision, to the Johnson County Judge by certified mail, return receipt requested at the following:

JOHNSON COUNTY JUDGE
RE: TOWING COMPLIANCE APPEAL
2 N. MAIN STREET
CLEBURNE, TEXAS 76033

- 25.4 Lapse of Appeal Right.** In the event the tow company fails to perfect its appeal pursuant to the time periods and requirements set forth above, the tow company's appeal rights shall cease and the adverse action shall become final. The time limits and other requirements shall be strictly construed and enforced. Failure to pursue all available appeals in a timely manner shall be deemed a failure to exhaust administrative remedies.
- 26. Recordkeeping.** All permit holders must maintain records, including tow slips, in accordance with the Texas Administrative Code. JCSO must be allowed to inspect these records at any time.
- 27. Contact Numbers.** The tow company shall provide the JCSO with current phone numbers for weekday and after-hours calls. A failure to provide a good phone number will result in the tow company being skipped on the Rotation List and may constitute a General Violation.
- 28. Documentation.** The tow company shall provide all documentation referenced in the Application at the time of submitting an Application. In the event that the information in the documents provided to the JCSO becomes stale or outdated, the tow company shall immediately (and in no event more than seventy-two (72) hours) provide updated documentation to the JCSO. This includes, but is not limited to, a duty to update proof of insurance, ownership information, and Driver ID Forms.
- 29. Notification of Changes in Rules.** The JCSO will notify all tow companies on the Towing Rotation List, in writing, of any changes, amendments or modifications to these Rules. The tow company has a duty to notify the JCSO, in writing, within seventy-two (72) hours of any changes in the information provided in **Exhibit "C."**
- 30. Authority to Remove Vehicle from Roadway.** These Rules do not limit in any manner the authority of Johnson County or the JCSO to remove a vehicle from a public roadway

or any other location in accordance with State Law or the discretion of the Officer(s) at the scene.

31. **Authority to Act on Behalf of Tow Company.** The individual providing the information and executing **Exhibit “C”** on behalf of the tow company shall be duly authorized by the tow company to agree on behalf of and legally bind the tow company.
32. **Effective Period of Rules.** These Rules shall apply to all tows initiated on or after January 1, 2022 and shall continue in full force and effect until otherwise amended or terminated by order of the Johnson County Commissioners Court.
33. **Amendments and Termination.** The provisions of these Rules may be amended at any time by the Johnson County Commissioners Court, at its sole discretion. In the event these Rules are amended, the JCSO shall provide the tow company with an amended version of these Rules. The tow company must sign and return an acknowledgement of any amendments to the JCSO within ten (10) calendar days of receiving notice of such amendments in order to remain on the Rotation List under the new amended version of these Rules. The Johnson County Commissioners Court reserves the right to terminate these Rules and any Rotation Lists at any time for any cause without liability. The JCSO may develop internal policies and procedures to facilitate the administration of these Rules as long as they are not inconsistent with these Rules.
34. **Assignment.** The tow company may not assign, in whole or in part, any permit, license, or placement on the Towing Rotation List without the prior written consent of the JCSO.
35. **No Agency Relationship.** The tow company hereby agrees and acknowledges that it shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of Johnson County, its officials, agents, offices, departments, representatives, employees, or officers. The employees or agents of the tow company shall not be deemed or construed to be the employees or agents of Johnson County for any purposes whatsoever. The tow company shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the tow company’s employees.
36. **No Waiver of Immunities.** Nothing in these Rules shall be construed to waive any immunity from suit or immunity from liability enjoyed by Johnson County or its past or present officers, employees, or agents.
37. **Compliance with Laws.** The tow company shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting its performance of tows under these Rules, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the tow company shall furnish the JCSO with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. This includes compliance with the Texas Administrative Code regulations regarding tow trucks as well as the Federal Motor Carrier Safety Administration. The tow company shall ensure

that the tow complies with vehicle weight limits, lighting requirements, and other safety equipment. Nothing in these Rules are intended to limit, supersede, or abrogate any other applicable law, rule, or regulation.

37.1. Additional Regulations. A violation of any of the following regulations constitutes a General Violation of these Rules and may be grounds for further discipline, including removal from the Towing Rotation List. A tow company, operator, and/or driver:

- 1) Shall not equip a truck with a scanner or two way radio capable of transmitting on any law enforcement frequency;
- 2) Shall not equip a truck with a radar detector or other instrument designed to detect speed-measuring equipment;
- 3) Shall not perform any tow without using safety chains or use a tow truck to carry more weight that it is permitted to carry;
- 4) Shall not possess any alcohol, illegal substance, or firearm in a tow truck. However, a driver licensed to carry a handgun may conceal a handgun in the tow truck if he provides a copy of his CHL or LTC to the JCSO prior to doing so. Under no circumstances may a driver wear, carry, or brandish a firearm at a law enforcement scene;
- 5) Shall ensure the safety of all persons and property present at the scene while loading, moving, and towing a vehicle. This includes a duty to divert traffic if necessary and a duty to ensure proper clearances and buffers are observed. All nonessential persons must remain at a safe distance at all times. Damage to property or injury to a person caused by a failure to observe state, local, and federal law as well as failure to observe industry standards regarding safety shall be considered a general violation of these Rules and may be grounds for removal from the Towing Rotation List;
- 6) Shall transport the vehicle to a VSF identified in its application unless otherwise directed by law enforcement or the vehicle owner;
- 7) Shall park at least one hundred (100) feet from a law enforcement scene until directed otherwise by the officer in charge of the scene. The driver will also be responsible for removing debris from the scene to ensure that the roadway is safe for passing vehicles and shall not touch any vehicle at a law enforcement scene without explicit permission to do so by the officer in charge of the scene;
- 8) Shall submit to an inspection of the tow truck if requested prior to performing a tow in response to a call from the Towing Rotation List;

9) Shall comply with all relevant regulations regarding the safe and lawful operation of the tow truck, including any recommendations of the vehicle manufacturer. This includes a duty to maintain the safety equipment on the tow truck, including the lights, brakes, windshield wipers, and tires; and

10) Shall comply with any lawful order of the officer in charge of the scene. This duty shall begin when the tow truck responds to a call and continues until the vehicle being towed has been delivered to the appropriate VSF or other approved drop-off location.

- 38. Governing Law and Venue.** These Rules and all of the terms and conditions shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. A Johnson County State District Court shall be the exclusive proper venue for any legal action arising from or related to Rules in which Johnson County is a party.
- 39. Severability.** If any provision of these Rules shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather these Rules will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation hereunder shall be construed and enforced in accordance therewith. If any provision of these Rules is determined to be invalid or unenforceable, it is intended that such provision be reformed and construed in such a manner that will, to the maximum extent practicable, give effect to the intent of these Rules and be deemed to be validated and enforceable.
- 40. No Waiver.** The failure or delay of Johnson County or the JCSO to enforce, at any time or any period of time, any of the provisions of these Rules shall not constitute a present or future waiver of such provisions nor the right of Johnson County or the JCSO to enforce each and every provision of these Rules. Furthermore, no term or provision hereof shall be deemed waived or excused unless such waiver or consent shall be in writing and signed by Johnson County or the JCSO.
- 41. Prior Agreement, Rules and Regulations.** As of the Effective Date referenced herein below, these Rules shall replace and supplant all prior Johnson County rules, regulations, representations or agreements, either oral or written, relating to the Towing Rotation List. These Rules do not replace or supplant any other law, rule, or regulation, whether it be state, local, or federal in nature.
- 42. Surrender of County Property.** All ID cards, vehicle permits and placards, and other tags created by Johnson County to identify vehicles on the Towing Rotation List are County property and must be surrendered upon request. All expired Permits and ID Cards must be returned to the JCSO within thirty (30) calendar days of the date of their expiration. A failure to surrender County Property may be considered a General Violation.

43. **Towing Permits.** Any tow truck responding to a call from the Towing Rotation List must prominently display a County-issued permit, markings as required by the Texas Occupations Code, and carry a vehicle-specific Tow Truck Cab Card issued by TDLR at all times. Lost, damaged, or destroyed permits must be reported to the County, and the tow company bears the cost of replacement. A Permit is not invalid solely because it has been damaged, but damaged Permits should be replaced if they are no longer readable. Permits are not transferrable or assignable except upon written permission of the Johnson County Sheriff or his designee. Any tow truck operator must also wear a tow operator identification card on a lanyard or attached to his clothing. Any false or misleading statement in an application for a Permit shall be grounds for immediate removal from the Towing Rotation List and, in the discretion of the JCSO, an indefinite ban on the company's eligibility to apply for future placement on the Rotation List.
- 43.1. **Application for a Permit.** A tow company seeking inclusion on the Towing Rotation List must submit a completed application on the form attached as **Exhibit "C"** to these Rules. By submitting the Application, the tow company is asserting that it is in compliance with these Rules, acknowledging the existence of these Rules, and agreeing to comply with these Rules at all times so long as it remains on the Towing Rotation List.
- 43.2. **Application Fee.** Any tow company submitting an application shall concurrently pay the Application Fee contained in the attached Fee Schedule.
- 43.3. **Permit Renewal.** Each permit issued expires on the following December 31st. A tow company wishing to remain on the Towing Rotation List during the following calendar year must submit an application between October 1 and December 1. A failure to submit an application during the designated time may result in removal from the Rotation List or a lapse in the tow company's eligibility to receive calls from the Rotation List.
- 43.4. **Insurance Requirements.** Prior to the issuance of a Permit, the applicant shall provide proof of liability insurance to the JCSO. If, at any time, the insurance coverage changes or terminates, the tow company **shall provide notice to the JCSO within twenty-four (24) hours of the change**, expiration, or termination. The notice shall include a new proof of liability coverage if applicable. Insurance must be sufficient to comply with all State laws regarding insurance of tow trucks. Proof of insurance must be carried in tow trucks at all times. A tow truck shall not participate in a tow from the Towing Rotation List if it cannot provide proof of current insurance, and a failure to present proof of insurance shall be considered a General Violation.
- 43.5. **Tow Operator Identification Card.** The operator of any tow truck responding to a call from the Towing Rotation List shall wear the ID Card described in this section for the entire duration of the call. ID cards expire one (1) year from the date of issuance. The ID card shall contain the name of the driver, the name of the permitted company for which the driver operates a tow truck, a photo of the driver, and other

relevant information determined by the JCSO. The operator shall bear the cost of replacing a lost, damaged, or destroyed card. Further, a lost, damaged, or destroyed card must be reported in the same manner in which lost, damaged, or destroyed permits are reported.

43.6 Denial of Application. The JCSO may, within its discretion, deny a permit application based upon the totality of the circumstances, including any of the following:

- 1) **The criminal record of the applicant, including pending cases;**
- 2) **Past violations of these Rules, including expired violations;**
- 3) **Violation of other laws, rules, or regulations regarding tow trucks, VSFs, and traffic violations (including alcohol-related offenses);**
- 4) **Charging excessive fees;**
- 5) **Falsifying an application for a permit under these Rules; and**
- 6) **Violation of any other political subdivision’s Rotation List Rules.**

44. Heavy Duty Tows. All rules and regulations contained in these Rules apply to Heavy Duty Tows. Additionally, all Heavy Duty Tow Trucks shall be at least on a five-ton vehicle and shall be equipped with air brakes and tandem axels. A tow company is entitled to charge the “Heavy Duty Tow Fee” only in response to a call from the JCSO specifically requesting a Heavy Duty Tow Truck.

45. Minimum Standards for a Vehicle Storage Facility (VSF). A tow company is not eligible for placement on the Towing Rotation List unless it owns or contracts with a qualifying VSF. A qualifying VSF must comply with these Rules. A vehicle towed in response to a call from the Towing Rotation List must be taken to the VSF identified in the tow company’s permit application.

45.1 Compliance with other laws. The VSF must be licensed through the State of Texas and must comply with all state, local, and federal laws, rules, and regulations.

45.2 Inspection. The VSF must submit to inspections by the JCSO upon demand.

45.3. Insurance. The VSF must provide proof of insurance to the JCSO and shall maintain insurance coverage that meets or exceeds all state requirements at all times. If there is any change, lapse, or termination in coverage, the tow company must notify the JCSO within twenty-four (24) hours of the change. The VSF insurance policy shall provide that the insurance company will give the JCSO thirty (30) days notice prior to the cancellation or expiration of any policy.

45.4. Notice to Vehicle Owners. The VSF must provide written notice to the registered owner of the vehicle and the primary lienholder to the vehicle by certified mail, return receipt requested. The notice shall contain:

- 1) The date the vehicle was accepted for storage;
- 2) The first day for which the daily storage fee is assessed;
- 3) The daily storage rate;
- 4) An itemized bill detailing each item that will be charged when the vehicle is claimed;
- 5) The name, address, and phone number of the VSF; and
- 6) The hours during which the vehicle may be claimed.

45.5 Additional Standards. Any VSF receiving and/or storing vehicles towed in response to a call from the Towing Rotation List shall:

- 1) Have an attendant on duty from 9:00 am until 5:00 pm, Monday-Friday, other than on state, federal, or county holidays.
- 2) Follow the proper procedure regarding the disposition of abandoned vehicles, including compliance with Chapter 683 of the Texas Transportation Code.
- 3) Post a sign at each entrance clearly displaying the name of the VSF, the hours of operation, the phone number for the VSF, information on how to file a complaint with the JCSO, and the maximum charges allowed.
- 4) Not charge an impound fee unless it has conducted a written inventory, has secured any personal property, has reasonably secured the vehicle against theft, vandalism, and the elements, and has provided a written, itemized bill.
- 5) Not alter, repair, use, or modify the vehicle without consent of the owner, other than the extent necessary to secure the vehicle (i.e. tarping over a broken window to prevent wind or water damage).
- 6) Maintain records and receipts for all vehicles towed pursuant to a law enforcement request, keep those vehicles within a fenced enclosure, and allow the JCSO to access and inspect those vehicles upon request.
- 7) Secure vehicles against theft, vandalism, and the elements in a reasonable manner, including locking doors, closing windows and sunroofs, closing trucks and hatches, and raising or covering convertible tops.

45.7. Allowable Fees. For vehicles towed to a VSF as the result of a call from the Towing Rotation List, fees charged may not exceed the amount contained in the Fee Schedule below unless specifically authorized by state law.

46. Revision of Allowable Tow Fees. Any tow company included on the Towing Rotation List or seeking to be included on the Towing Rotation List may request that the maximum fees set forth in these Rules be revised by submitting a written request that the JCSO conduct a

fee study and submitting the Tow Fee Revision Study Request Fee. All tow companies on the Towing Rotation List shall participate in the study. The study may be conducted by the JCSO or may be referred out a third party.

47. Special Rules for Law Enforcement Scenes. If a tow truck is called to respond to a law enforcement scene, the tow truck operator shall comply with the rules below. If an Officer is not on scene, the scene remains a law enforcement scene until completely cleared.

- 1) Comply with these Rules in their entirety;
- 2) Remove all debris from the scene once authorized to do so by the Officer;
- 3) NOT solicit any business from any person at the scene;
- 4) Park at least 100 feet from the scene, on the same side of the road as the law enforcement vehicle, until directed otherwise; and
- 5) Wear appropriate clothing. Muscle shirts, tank tops, sleeveless shirts, and open-toes shoes (or sandals) are not appropriate .

STATE OF TEXAS §

COUNTY OF JOHNSON §

PASSED AND APPROVED by the Johnson County Commissioners Court and effective on this 26th day of July, 2021.

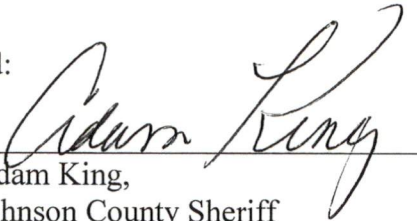
By:



Roger Harmon,
Johnson County Judge

Approved:

By:



Adam King,
Johnson County Sheriff

Exhibit “A” JOHNSON COUNTY GEOGRAPHIC RESPONSE ZONES

At this time, the County has not created Geographic Response Zones. However, the County may amend these Rules at any time, and the JCSO has the authority to create Geographic Response Zones in order to facility the administration of these Rules.

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EXHIBIT "B" FEE SCHEDULE ATTACHMENT

A. APPLICATION FEES

Application fees will be \$75.00 to include the inspection of two (2) trucks, two (2) employee ID Cards, and one (1) storage lot as well as the application processing. Additional fees:

3 rd and Subsequent employee ID card (per employee)	\$ 20.00
3 rd and Subsequent Tow Truck Permit (per vehicle)	\$ 20.00
2 nd and Subsequent Designated VSF (per VSF lot)	\$ 20.00

B. RENEWAL, REPLACEMENT, REINSTATEMENT AND ADMINISTRATIVE FEES

ID Card

Replacement/Renewal (per card)	\$ 20.00
Reinstatement (includes new ID card)	\$ 40.00

Tow Truck/Heavy Tow Truck Permit

Replacement/Renewal (per truck).....	\$ 25.00
Reinstatement (includes permit)	\$ 50.00

Tow Truck Reinstatement Inspections

First Failure/Removal from Service.....	\$ 50.00
Second Failure/Removal from Service	\$ 75.00
Subsequent Failure/Removal from Service	\$ 100.00

Vehicle Storage Facility Placard (must be prominently displayed)

Replacement/Renewal	\$ 25.00
---------------------------	----------

VSF Lot Reinstatement (per lot)

First Failure	\$ 50.00
Second Failure	\$ 75.00
Third or More Failures	\$ 100.00

Tow Fee Revision Study Request Fee.....	\$250.00
--	-----------------

C. TOWING FEES

MAXIMUM ALLOWABLE CHARGE FOR TOWING: The maximum charge includes compensation for all equipment and services associated with a basic towing service, including but not limited to: hooking up, winching, loading, towing, debris clean-up, wait time and rollover, unless specifically stated otherwise. All additional time charges must be charged in quarter-hour increments and do not begin until the truck has been on the scene for one hour. The first hour is included in the basic towing service charge.

1. Towing in response to Dispatch from the Towing Rotation List

Basic Towing Service\$ 175.00
Additional Time if Damaged Vehicle Present \$125.00 per Hour
Mileage (loaded)\$3.00/Mile
Fuel Adjustment..... Not to exceed 20% of the towing charge
Vehicle Recovery (extreme accidents only)\$125/Hour 2 Hour Minimum

2. Towing in response to Dispatch requesting a Heavy-Duty Tow Truck:

Basic Towing Service (up to 15,000 pounds)..... \$250.00/hour, 2 hour minimum
Accident scene with damaged vehicle(s)..... \$450.00/hour, 2 hour minimum
Specialty Equipment \$550.00/hour, 2 hour minimum
Rotator Wrecker..... \$650.00/hour, 2 hour minimum
Fuel Adjustment..... Not to exceed 20% of the towing charge
Cargo Recovery (includes helpers and IM Supervisors..... \$350/hour, 2 hour minimum

Additional compensation for recovery and/or salvage of cargo may be negotiated between the Tow Company and Motor Vehicle Owner or cargo owner. Any such negotiated amount is separate from and in addition to compensation for Towing Services.

3. Maximum Towing Charge for Additional Wrecker.....Same rate as listed above

4. Drop Fee.....1/2 of otherwise applicable maximum allowable charge

Off Load Cargo or Pay Load \$350.00/hour, 2 hour minimum

D. STORAGE FEES

- a. Storage fees are defined in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.722.

**EXHIBIT "C" APPLICATION FOR
JOHNSON COUNTY NON-CONSENT TOWING ROTATION LIST
(Use Additional Sheets If Necessary)**

I. TOW COMPANY INFORMATION:

Name of Company (include any trade names, nicknames, assumed names, and names displayed on tow trucks): _____

Each County or Municipality in which Applicant is listed on a Towing Rotation List:

II. INFORMATION REGARDING PRIMARY OWNER/RESPONSIBLE PARTY:

Full Name: _____
Mailing Address: _____
DL Number (and state if other than Texas): _____
Date of Birth: _____ **Phone Number:** _____
Other Contact Information: _____

III. INSURANCE INFORMATION:

Insurance Company: _____
Policy Number: _____
Claims Phone Number: _____
Agent's Name: _____ **Phone Number:** _____

IV. LIST OF VEHICLES THAT WILL RESPOND TO ROTATION CALLS:

YEAR	MAKE/MODEL	VIN	LICENSE PLATE #
_____	_____	_____	_____
_____	_____	_____	_____

V. VEHICLE STORAGE FACILITY INFORMATION:

If more than one VSF will be used, provide all relevant information for each VSF. No vehicle towed in response to a law enforcement call may be taken to any location other than the VSF(s) listed below unless specifically directed by law enforcement or the vehicle owner/operator.

Name of VSF: _____
Physical Address: _____
Phone Number: _____
License Number: _____
Insurance Company: _____
Insurance Policy Number: _____
Insurance Phone Number: _____
Name of Owner: _____
Phone Number for Owner: _____
Mailing Address for Owner: _____

REQUIRED PAPERWORK: The following must be submitted (in this order) prior to an Applicant being considered for placement on the Towing Rotation List:

- Complete Application
- Tow ID Card Form for Each Authorized Driver/Operator
- Copy of Driver License for each Tow Truck driver/operator
- Copy of Fair Credit Reporting Act Release
- Current Business Card(s) Used by the Company
- Original Insurance Certificate naming the JCSO as the certificate holder
- DBA / LLC / INC receipt of certificate and partnership agreement
- TDLR Tow Truck Certificate of Registration and Cab Card
- Vehicle Registration
- Storage Lot Letters
- Business Card for Tow Company
- Sample Tow Ticket * TDLR complaint information required
- Permit Fee (by Cashier's Check, Money Order, or Credit or Debit Card)
- Copy of VSF license/permit for any VSF identified in Application
- Copy of Insurance Policy on any VSF identified in this Application
- Agreement And Acknowledgement of Johnson County Rules and Regulations for Non-consent Towing (signed by authorized Company agent/representative)

The Completed Application along with all required documents must be submitted by certified mail, return receipt requested to:

JOHNSON COUNTY SHERIFF
ATTN: TOWING COMPLIANCE UNIT
1102 E. KILPATRICK AVE
CLEBURNE, TEXAS 76031

APPLICATION CHECKLIST

Applicants are required to follow all State, Federal and Local laws, rules, regulations, and orders concerning tow trucks and/or VSFs. The checklist is **NOT** complete and is intended only as a collection of commonly-observed errors.

REQUIRED EQUIPMENT:

- | | |
|---|--|
| <input type="checkbox"/> Fire Extinguisher (labelled w/current or last year's date) | <input type="checkbox"/> Crowbar |
| <input type="checkbox"/> Broom | <input type="checkbox"/> Shovel |
| <input type="checkbox"/> Debris Container | <input type="checkbox"/> Rope/Wire |
| <input type="checkbox"/> Spotlight/Flashlight | <input type="checkbox"/> Emergency Lights |
| <input type="checkbox"/> 3-Reflectors/Flares/Cones | <input type="checkbox"/> Tow Lights |
| <input type="checkbox"/> Vest shall meet ANSI/ISEA | <input type="checkbox"/> Safety Chains (J-Hooks) |

VEHICLE INSPECTION:

- | | |
|---|--|
| <input type="checkbox"/> Headlights | <input type="checkbox"/> License Plate Lights |
| <input type="checkbox"/> Taillights | <input type="checkbox"/> Windshield Wiper Blades |
| <input type="checkbox"/> Turn Signals | <input type="checkbox"/> Window Tint above 25% |
| <input type="checkbox"/> Brake Lights | <input type="checkbox"/> Tires: FL: ___/32 FR: |
| <input type="checkbox"/> Mud Flaps | <input type="checkbox"/> Tires: RL: ___/32 RR: |
| <input type="checkbox"/> Registration Sticker | |

SIGNAGE: BOTH SIDES OF THE TOW TRUCK:

- Company/Cab Card Registered Name and Phone # (2"min) on door
- Business City, State (2"min) on door
- VSF address on bed (2"min)
- Owner's Name, City, & State (2"min). If different from Cab Card
- TDLR Number

**MAKING ANY FALSE OR MISLEADING STATEMENT IN A
GOVERNMENT DOCUMENT IS A CRIME**

JOHNSON COUNTY TOW ID CARD FORM (Each authorized driver must complete)

Date: _____ TXDL: _____ TDLR: _____

Last Name: _____ First: _____ Middle: _____

Address: _____ City: _____ Texas Zip _____

Phone No: _____ Mobile Phone: _____

Date of Birth: ___ / ___ / ___ Sex: ___ HT: ___ WT: ___ Eyes: ___ Hair ___

Tow Company Name: _____

Tow Company Address: _____

Issue Date: _____ Expiration Date: _____

The ID card worn by an Operator MUST be attached flush to the Tow Truck Operators ' clothing using a badge clip or pin, or worn around the neck using a breakaway lanyard. No motor vehicle will be loaded, recovered and towed using any tow truck not properly equipped and qualified to handle that vehicle, and any motor vehicle loaded, recovered and towed by the applicant as a tow truck operator pursuant to non-consent towing services will be loaded, recovered and towed pursuant to safe procedures. Upon completion and submission of application, you will be photographed prior to issuance of identification card.

I, the applicant, do solemnly swear that the following statement is true and correct (initial each blank):

_____ (1) The applicant was not convicted within the past three years of:

- A serious traffic violation;
- A violation of law that regulates the operation of a vehicle at a railroad crossing;
- Driving a motor vehicle under the influence of alcohol or a controlled substance;
- Leaving the scene of an accident;
- Using a motor vehicle in the commission of a felony;
- Causing the death or serious injury of another person through the negligent or criminal operation of a motor vehicle; or
- Driving while license suspended, revoked, or invalid.

_____ (2) The applicant is not addicted to the use of alcohol, a controlled substance or another drug that renders a person incapable of driving, and the applicant has not refused to submit to a test during the last year to determine alcohol concentration or the presence of a controlled substance or drug while operating a commercial motor vehicle;

_____ (3) Analysis during the last year of the applicant's blood, breath or urine under TEX. TRANSP. CODE 522, 524, or 724 would not disqualify applicant from driving a commercial motor vehicle;

_____ (4) The applicant does not hold a driver's license issued by another State or another state or country that has been revoked, cancelled or suspended;

_____ (5) The applicant has not been determined by a judgment of a court to be mentally incompetent, unless declared restored to competency by a court or certificate of competency issued by an attending hospital physician; and

_____ (6) The applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over operation of a Tow truck.

Applicant agrees to indemnify and hold harmless Johnson County against any claim of damage to a motor vehicle towed, or the contents thereof, and against any injury or damage to any person or another vehicle as a result of non-consent towing services performed by applicant.

*** Attach copy of current Driver's License to this Form**

Signature of Applicant: _____ **Date:** _____

**MAKING ANY FALSE OR MISLEADING STATEMENT IN A
GOVERNMENT DOCUMENT IS A CRIME**

(remainder of page intentionally left blank)

**AGREEMENT AND ACKNOWLEDGEMENT OF
JOHNSON COUNTY RULES AND REGULATIONS
FOR NON-CONSENT TOWS**

NAME OF TOW COMPANY ("Company"): _____

ADDRESS: _____

DESIGNATED AGENT: _____

The undersigned, on behalf of the Company, hereby represents, acknowledges and agrees as follows:

- (I) I have received and read the Johnson County Rules and Regulations for Non-consent Tows and I understand all the terms and conditions set out therein;**
- (II) I have the authority to bind the Company, and I agree, on behalf of the Company, to abide by all terms, conditions, waivers, and regulations contained in the Johnson County Rules and Regulations for Non-consent Tows; and**
- (III) I, on behalf of the Company, hereby acknowledge that the Company understands the Johnson County Rules and Regulations for Non-consent Tows are to be strictly adhered to by Company and any variance from them may result in suspension or removal from the Rotation List, as well as any other penalties set out in the Johnson County Rules and Regulations for Non-consent Tows or other applicable law.**

I, by my signature below, certify that I am authorized to execute this document on behalf of the Company and that the statements set forth herein are true and correct:

By: _____

Date: _____

Printed Name: _____

Title: _____